1. Solicitation #: 3450004975 / 22-3-0119
2. Solicitation Issue Date: 10/12/21

3. Brief Description of Requirement:

Purpose of Solicitation: Sweeping of expressway shoulders along I-35 and I-44, Cleveland and McClain Counties, in District III.

This Solicitation is for services in accordance within 74 O.S. Section 85.4.E.1 and in accordance with Section 85.12.B.3.

Bids are to be submitted to ODOT via email to cemerson@odot.org. Subject line of Email should include the Solicitation 3450004975 and Response Due Date (Tuesday, 11/16/21; 2:00 PM).

Questions are due no later than Tuesday, 10/26/21, 2:00 PM with Answers to be posted by Tuesday, 11/9/21 by 2:00 PM.

4. Response Due Date¹: 11/16/21 Time: 2:00PM CST/CDT

5. Issued By and RETURN EMAILED BID TO²:

U.S. Postal Delivery Address: 

Common Carrier Delivery Address: 

Electronic Submission Address: cemerson@odot.org

6. Solicitation Type (type “X” at one below):

☐ Invitation to Bid
☒ Request for Proposal
☐ Request for Quote

7. Contracting Officer:

Name: Cheryl Emerson
Phone: 405-628-3318
Email: cemerson@odot.org

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, “Solicitation Amendments”).
² If “U.S. Postal Delivery” differs from “Carrier Delivery, use “Carrier Delivery” for courier or personal deliveries.
“Certification for Competitive Bid and Contract” MUST be submitted along with the response to the Solicitation.

1. RE: Solicitation # 3450004975 / 22-3-0119

2. Bidder General Information:
   FEI / SSN: ________________________________  Supplier ID: ________________________________
   Company Name: ________________________________

3. Bidder Contact Information:
   Address: ________________________________________________
   City: ________________________________  State: ___  Zip Code: ________________
   Contact Name: ________________________________
   Contact Title: __________________________________________
   Phone #: ________________________________  Fax #: ________________________________
   Email: ________________________________  Website: ________________________________

4. Oklahoma Sales Tax Permit:
   □ YES – Permit #: ________________________________
   □ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. Registration with the Oklahoma Secretary of State:
   □ YES - Filing Number: __________________________________________
   □ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. Workers' Compensation Insurance Coverage:
   Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.
   □ YES – Include with the bid a certificate of insurance.
   □ NO – Exempt from the Workers’ Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.

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3 For frequently asked questions concerning Oklahoma Sales Tax Permit, see https://www.ok.gov/tax/Businesses/index.html
4 For frequently asked questions concerning workers’ compensation insurance, see https://www.ok.gov/wcc/Insurance/index.html
7. Disabled Veteran Business Enterprise Act

☐ YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.

☐ NO – Do not meet the criteria as a service-disabled veteran business.

________________________________________  ________________________________
Authorized Signature                       Date

________________________________________  ________________________________
Printed Name                                Title
NOTE: A certification shall be included with any competitive bid and/or contract exceeding $5,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma Dept. of Transportation
Agency Number: 34500

Solicitation or Purchase Order #: 3450004975 / 22-3-0119

Supplier Legal Name: 

SECTION I [74 O.S. § 85.22]:
A. For purposes of competitive bid,
   1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
   2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
   3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
      a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
      b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
      c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
      d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:
For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature ___________________________ Certified This Date ___________________________

Printed Name ___________________________ Title ___________________________

Phone Number ___________________________ Email ___________________________

Fax Number ___________________________

SOLICITATIONS PACKAGE PAGE 4 OF 16
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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;

A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.

A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;

A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;

A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and

A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.

A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.

A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the See Page 1 above located at ____________________________ at the time and date specified in the solicitation as the Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract
A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:

OMES/PURCHASING – GENERAL PROVISIONS (10/2017)

A.9.2.2. Purchase order, as amended by Change Order (if applicable);
A.9.2.3. Solicitation, as amended (if applicable); and
A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
A.10.2. Bidders guarantee unit prices to be correct.
A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer’s name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13 Negotiations

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State’s risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor’s offer.
A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

OMES/PURCHASING – GENERAL PROVISIONS (10/2017) proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid
The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract
A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.

A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: https://www.ok.gov/dcs/vendors/index.php.

A.16. Contract Modification
A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.

A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance
A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

A.18. Invoicing and Payment
A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.

A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.

A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption
State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.20. Audit and Records Clause
A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause
The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law
Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue
Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause
A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience
A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.


Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.
B. SPECIAL PROVISIONS

B.1.0. This contract is for services in accordance within 74 O.S. Section 85.4.E.1 and in accordance with Section 85.12.B.3.

B.2.0. DEFINITIONS

B.2.1. The Department or Division is the Oklahoma Department of Transportation, Procurement Division.

B.2.2. Response Documents include the Solicitation for Responses, these Instructions for Vendors, the Response Forms, other sample response forms, and any addenda issued prior to the receipt of Responses.

B.2.3. Addenda are written or graphic instruments issued by the Department prior to the execution of the contract, which modify or interpret the Response Documents by additions, deletions, clarifications, or corrections.

B.2.4. A Response is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Responding Documents.

B.2.5. A Unit Price is an amount stated in the Response as a price per unit of measurement for materials or services as described in the Response Documents or in the proposed contract documents.

B.2.6. A Vendor or Contractor is a person or entity that submits a Response.

B.2.7. The Owner is the State of Oklahoma represented by the Department of Transportation.

B.3.0. Contract Period

B.3.1. The initial contract period shall be effective January 2, 2022 and shall run through January 1, 2023. Upon mutual agreement by the Department and the Contractor, this contract may be renewed for another year, for up to four (4) renewals, at a negotiated price escalation not to exceed 2% which may occur at the time of renewal.

B.4.0. Form of Award

B.4.1. An Award will be considered completed upon the full execution of a Contract and the issuance of a Purchase Order to the awarded Vendor.

B.5. Service Requirement Exceeding Supplier Capacity

B.5.1. Should circumstances be such that the Contractor is unable to keep up with the work demand in a timely manner, at no fault of the Contractor, the Department reserves the right to seek additional services of other Contractors. Such action shall not nullify this contract.

B.6.0. Indefinite Quantity

B.6.1. This contract is for an indefinite quantity and the Department may or may not purchase the entire amount listed in this Solicitation.

B.7.0. Time for Performance

B.7.1. Time is of the essence in the performance of the tasks by this Contract, and all tasks required to be performed in this Contract will be completed in a timely manner and within such deadlines as may be imposed by ODOT (See General Notes For Sweeping Specifications in Exhibit B).

B.7. Compensation

B.7.1. The CONTRACTOR's bid prices for the pay item shall be considered compensation in full for the performance of the CONTRACTOR's obligations under this contract.

B.7.2. The billing shall not demand payment within any time period less than 30 days. Billing shall be submitted to the ODOT Field District III Headquarters, PO Box 549, Ada, OK 74821. Furthermore, the DEPARTMENT will only accept billings for completed and accepted job sites.

B.8.0. Response Documents

B.8.1. Copies

B.8.1.1 Vendors shall use complete sets of Response Documents in the Solicitation for Responses.

B.8.2. Amendments

B.8.2.1 Amendments will be posted on the website,
B.8.2.2 Each Vendor shall acknowledge that all Amendments were received, by signing the Amendment Forms.

B.9.0 Insurance Requirements

B.9.1 The CONTRACTOR shall maintain at all times during the term of this Contract, with an insurance carrier reasonably acceptable to DEPARTMENT and authorized to conduct business in the State of Oklahoma, insurance coverage as set forth in this Article:

B.9.1.1 Workers’ Compensation Insurance as required by the statutes of the State of Oklahoma, and adequate (but in no event less than $100,000) Employer’s Liability Insurance.

B.9.1.2 Public Liability and Property Damage Insurance covering all operations and activities hereunder in the following minimum limits (but in no event less than the statutory limits found at 51 Oklahoma Statutes, Section 151 et. seq. or successor or amendatory statutes):

   a) Bodily Injury Liability in the amount of not less than $100,000 for injuries, including accidental death and products liability, to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000 for one occurrence.

   b) Property Damage Liability in the amount of not less than $100,000 for any one accident including products liability and an aggregate limit of $1,000,000 per occurrence.

   c) Combined aggregate Liability coverage shall not be less than $2,000,000 (two million) for bodily injury, death and property damage.

B.9.1.3 A Comprehensive Business Auto policy with a minimum limit of not less than One Million. Dollar ($1,000,000) combined single limit for bodily injury and property damage, providing coverage for at least any and all leased, owned, hired or non-owned vehicles used in any of CONTRACTOR’s activities pursuant to this agreement, with any self-insured retention not exceeding One Hundred Thousand Dollars ($100,000). Any and all mobile equipment which is not covered under this Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy.

B.9.1.4 The CONTRACTOR shall furnish DEPARTMENT with a certificate evidencing the existence of all such insurance coverage; and the certificates evidencing the existence of the insurance coverage specified in these specifications. Said insurance coverage shall provide that the State of Oklahoma is an additional named insured under said policy or policies and that said policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice to DEPARTMENT. The foregoing provision regarding additional named insured shall not create or be deemed to create any liability on the part of said additional named insured which would not otherwise exist under the laws of the State of Oklahoma.

B.9.1.5 The CONTRACTOR shall provide the DEPARTMENT for the inclusion in the Contract file copies of certificates of insurance evidencing coverage as to both valuable papers and professional liability, said copies to be furnished to the DEPARTMENT within five (5) working days of execution of this Contract.

B.10.0 Taxation Status

B.10.1 Please be advised that all governmental entities of the State of Oklahoma, FEI 73-6017987 are exempt from Oklahoma sales or use taxes pursuant to title 68, O.S. 2001, section 1356(1). Therefore, direct purchases made by a state entity are exempt from sales tax whereas purchases made by a contractor in fulfilling a state contract are taxable to the contractor.

B.11.0 Communications during the Solicitation Process

B.11.1 Communication with anyone but the Buyer may result in a Vendor not being allowed to bid on this project.

B.12.0 Vendor’s Representations and Prequalification

B.12.1 Each Vendor, by making a response, represents that:
B.12.2. The Vendor has read and understands the Response Documents and the Response is made in accordance therewith.

B.12.3. The submitted Response is based upon the materials required by the Response Documents without exception.


B.13.1. In connection with the execution of this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR further agrees to insert a similar revision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

B.14. Hold Harmless Clause

B.14.1. The CONTRACTOR shall indemnify and save harmless DEPARTMENT, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against DEPARTMENT, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from acts of said CONTRACTOR or its servants, agents and subcontractors, in doing the work and rendered the services Contracted for, or by or consequence of any negligence in operations or any improper material or equipment used, or by or on account of any act or omission of said CONTRACTOR or his or its servants, agents and subcontractors. This hold harmless and indemnity obligation shall include attorney's fees, court costs and all other expenses incurred in the investigation and defense of any claim or suit.

B.15. Labor

B.15.1. The Vendor shall comply with all State and Federal Laws in the employment and payment of labor.

B.15.2. There is no Federal funding for this project and Davis Bacon Wages do not apply for this project.

C. SOLICITATION SPECIFICATIONS

C.1.0. Scope of Project:

C.1.1. The Oklahoma Department of Transportation (ODOT), hereafter referred to as "Department", will enter into contract for the sweeping of expressway shoulders along I-35 and I-44 in Division Three.

C.2.0. Service to be Provided – Scheduled Sweeping Services:

C.2.1. Sweeping will be according to the attached sweeping schedule (Appendix B, General Notes for Sweeping Specifications). This work shall consist of sweeping in accordance with these specifications and in reasonably close conformity with the area and locations shown on the plans or established by the Engineer. This contract is for an estimated scheduled minimum of 1,188 shoulder miles based on the desired sweeping schedules described in Sections 5.2 and 5.3 of the attached Scope of Services and Specifications. The “2019 Standard Specifications For Highway Construction” will govern along with the following Special Specifications.

C.3.0. Location of Project:

C.3.1. Part A: On I-35 begins at Jct. SH-9 West and extends north to Jct. Indian Hills Rd; and


Part C: On I-44 begins just north of the Jct. US-62 at the end of the Oklahoma Turnpike Authority’s concrete pavement, extends north to the southern half of the Jct. SE 89th St.
C.3.0. Specifications

C.3.1. Appendix B, Scope of Services for Highway Sweeping covers the Scope of Work and Specifications for this contract.

D. EVALUATION

D.1.0. Evaluation Criteria

D1.1. The Department will award based on best value in accordance with Oklahoma Statute Title 74, Section 85. The RFP will be evaluated on the following criteria:

D.1.1 Cost;
D.1.2. Contractor’s ability to meet Requirements (Appendix B, Sections 2 and 4);
D.1.3. Compliance with Solicitation; and
D.1.4. References

D.1.2. To be considered for award, each Vendor must offer satisfactory evidence to the Department that he/she meets the minimum experience requirements and owns or has made arrangements to acquire all the necessary equipment necessary to complete the contract (See Sections 2 and 4 of Exhibit B). Contractor qualification will be a factor in making an award.

D.2.0. Negotiation

D.2.1. The Department of Transportation may negotiate with vendors to get the best price, value, and terms. Once the Department of Transportation identifies the candidates, negotiations may take place through the Oklahoma Department of Transportation Purchasing Office. The Oklahoma Department of Transportation considers all costs and business terms negotiable. The Department of Transportation reserves the right to make an award to the lowest, responsive bid if it is deemed in the best interest of the Department.

E. INSTRUCTIONS TO VENDOR

E.1.0. Important Information

<table>
<thead>
<tr>
<th>Important Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuesday, October 26, 2021; 2:00 P.M. CST</td>
</tr>
<tr>
<td>Written Questions</td>
</tr>
<tr>
<td>Tuesday, November 9, 2021; 2:00 P.M. CST</td>
</tr>
<tr>
<td>Responses to Questions Posted on Website</td>
</tr>
<tr>
<td>Tuesday, November 16, 2021, 2:00 P.M. CST</td>
</tr>
<tr>
<td>Solicitation Closes</td>
</tr>
</tbody>
</table>

E.2.0 Bidding Procedure

E.3.1. Modification, Withdrawal or Cancellation of Responses

E.2.3.1. All the copies of the Response, and any other documentation required to be submitted with the Response shall be emailed to: cemerson@odot.org. The Subject Line of the Email should include the Solicitation Number (3450004975) and the Date and Time of Closing (11/16/21).

E.2.3.2. The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Responses.

E.2.3.3. Responses received after the opening of Responses will not be considered and will be emailed unopened to the Vendor.

E.2.3.4. Oral, telephonic, or telegraphic Responses are invalid and will not receive consideration.
E.4.0. Consideration of Responses

E.4.1. Emailed responses will be opened immediately after the time set for receipt of Responses. This Solicitation is being bid out as an RFP. Vendors may receive a copy of the response tabulation on the solicitation website after a Purchase Order has been awarded.

F. CHECKLIST

_____ Completed Responding Bidder Information page
_____ Completed and Signed Non-Collusion Certification page
_____ Completed and Signed Pay Item Response Form (Exhibit A) – Pricing
_____ Completed and Signed Addenda and Amendment Receipts – If Necessary
_____ Provided Three (3) Completed Reference Questionnaires
_____ Read Section B.10.1 regarding Taxation Status
_____ Read Section B.11.1 regarding communication during Solicitation Period
_____ Read Section A.2.4 which relates to the completion of the Pay Item Response Sheet regarding corrections made to the document
_____ Qualification Requirements met Per Exhibit B, Sections 2 and 4

G. OTHER

G.1. Forms
   G.1.1. Exhibit A – Pay Item Response Form
   G.1.2. Exhibit B – Scope of Work and Specifications
   G.1.3. Exhibit C – Reference Questionnaire

H. PRICE AND COST

H.1. Pricing Submission
   H.1.1. Vendors should submit pricing using the Pay Item Response Form (Exhibit A).
SOLICITATION 3450004975 EXHIBIT A

BID SHEET
ODOT DISTRICT 3 ROUTINE MAINTENANCE
CLEVELAND AND MCCLAIN COUNTIES – I-35 AND I-44

Sweeping
A. This bid is to sweep the scheduled routes, an estimated 1,080 shoulder miles per year

<table>
<thead>
<tr>
<th></th>
<th>Quantity</th>
<th>UOM</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sweeping – Scheduled per shoulder mile</td>
<td>1,188</td>
<td>Miles</td>
<td>$</td>
</tr>
</tbody>
</table>

Total Bid ____________________________

Contractor’s Name ____________________________
SCOPE OF SERVICES & SPECIFICATIONS  
ODOT DISTRICT 3, ROUTINE MAINTENANCE  
I-35 AND I-44 CLEVELAND AND McCLAIN COUNTIES  
“SWEEPING EXPRESSWAY SHOULDERS”

Section 1. General
The Oklahoma Department of Transportation (ODOT), hereafter referred to as “The Department”, will enter into contract with a contractor for the sweeping of expressway shoulders along Interstate Thirty-Five (I-35) and Interstate Forty-Four (I-44) in District Three.

Part C: On I-44 begins just north of the Jct. US-62 at the end of the Oklahoma Turnpike Authority’s concrete pavement, extends north to the southern half of the Jct. SE 89th St.

This work shall consist of sweeping in accordance with these specifications and in reasonably close conformity with the area and locations shown on the plans or established by the Engineer (Section 10.0). This contract is for an estimated scheduled minimum of 1,080 shoulder miles based on the desired sweeping schedules described in Section 5.3. The “2019 Standard Specifications For Highway Construction” will govern along with the following Special Specifications.

This is an unencumbered contract which provides that the Department may use all, more than, or less than, the estimated quantities of materials or services listed on the “BID SHEET”.

This contract shall run for one year beginning from the date of award. Upon mutual agreement by the Department and the Contractor, this contract may be renewed for another year, for up to four renewals, at a negotiated price escalation not to exceed 2% which may occur at the time of renewal.

Section 2. Bidder
All contractors shall be prepared to offer satisfactory evidence to the State that he/she has operated or is operating a successful street cleaning operation, for a period of not less than one (1) year within the past five (5) years. This successful cleaning operation will involve sweeping under live traffic conditions, and may include municipal streets and/or State highways/interstates. An example of insufficient experience would be a contractor who only sweeps parking lots. Because of the high volume and vehicle speeds on the interstates in the Oklahoma City metro area, the State cannot risk endangering the traveling public by hiring inexperienced contractors.

All contractors shall be prepared to offer satisfactory evidence to the State that he/she owns, or has made arrangements to acquire, all the necessary equipment as specified herein, with a certification that such equipment is not obligated for other contractual obligations within the scope of the bidder’s prior existing operations.
The Contractor shall be responsible for the conduct of their employees at all times while working on this contract. Any employee of the contractor displaying disrespectful, discourteous, or unsafe actions toward the general public will be prohibited from employment on this contract. All of the Contractor’s employees shall wear approved personal protection equipment/clothing appropriate to working in traffic conditions while on State property.

**Section 3. Examination of Worksite**

The Bidder shall be responsible for examining the work sites and be familiar with the work required at each site. The submission of a bid is taken as evidence that the Contractor is familiar with the work site and work required.

**Section 4. Equipment**

The Contractor shall furnish equipment in accordance with subsection 108.06 of the “2019 Standard Specifications For Highway Construction” and as specified below:

4.1 **Requirements**

The Contractor shall furnish equipment in satisfactory working condition and in sufficient quantity to perform the work as specified. The equipment shall be on the project and the State reserves the right to inspect the Contractor's equipment before work begins.

It is the intent of this contract that the crash attenuator be of a kind similar to that used by the Department, which currently meets specifications for hex-foam truck mounted attenuators as manufactured by Energy Adsorption Systems, Inc., of Chicago, Illinois (or approved equal). Specifications are lengthy and are available upon request. However, some specification highlights are as thus:

4.1.1 The vehicle shall have a GVWR of 15,000 lbs. to 35,000 lbs. The attenuator shall not exceed the truck maximum axle load for the rear axle.

4.1.2 The attenuator shall consist of three components: a crushable cartridge, a backup, and an energy-absorbing strut support frame properly designed for attaching the system to the truck that provides an 11 inch to 13 inch clearance between the bottom of the shell and the roadway. A 90 degree tilt system with a mechanical locking device to secure the truck mounted attenuator cartridge in the 90 degree position.

4.1.3 The crushable cartridge shall satisfy vehicle weight ranges of 1800 to 4500 pounds at speeds of up to 60 mph, and vehicles up to 5400 pounds up to 45 mph.

4.1.4 The attenuator shall have standard trailer lighting, including brake lights, tail lights, turn signals, and ICC bar lights.

4.1.5 The attenuators shall be in accordance with the test requirements, procedures, and results in NCHRP 350 Test Level III approved by the FHWA.
4.1.6 Equipment shall not be left within (50) feet of the traveling lane during non-working hours.

Sweepers shall be equipped with a minimum of yellow flashing and/or strobe lights (1 or 2), a slow moving vehicle sign and a flashing arrow board, all of which have to meet the minimum standards of the MUTCD and this Department.

4.2 Sweepers
High-powered vacuum type sweepers that employ water for dust control will be used on this contract. All sweepers will be equipped with a functioning manufacturer’s safety device to prevent damage to property caused by flying debris propelled out from under the sweeper.

Mechanical brooms will not be used on this contract due to the dust that would be generated.

Section 5. Construction Methods

5.1 General
In areas inaccessible to mechanical sweepers, hand sweeping methods shall be used so the entire designated areas will be uniform in appearance. Hand sweeping does not include the use of powered blowers.

5.2 Time
The Contractor may work 7 nights a week if desired or necessary. Prior to the first sweeping, a “pre-work” conference shall be held between the State and the Contractor. During the pre-work conference the Contractor shall present a tentative sweeping schedule for the year to the Superintendent for approval. When the Superintendent has approved the sweeping schedule the Contractor will call for authorization at least two days before initiating a sweeping application. The Superintendent may direct the Contractor to delay or eliminate a scheduled sweeping application if necessary. The Contractor will be required to coordinate his sweeping operations with any construction or maintenance activities being conducted by the State or outside contractor. The Contractor will be notified seven (7) days before having to start the initial sweeping. Notification will be documented by letter, facsimile (FAX), electronic messaging, or confirmed verbal contact with a representative of the Contractor.

5.3 Sequence and Progression
The Contractor may elect to perform his sweeping either as a “moving operation” or by lane closure. It is the intent of this contract that Part A will be swept once each month, Part B will be swept twice each month, and Part C will be swept once every other month. The sequence of sweeping shall be submitted by the Contractor and then approved by the Engineer. The Engineer reserves the right to alter this schedule if a special event should arise where a section of the highway requires sweeping by a certain date. The Contractor should have enough equipment and personnel to sweep an
average of 40 shoulder miles per week to get the project finished within the allotted working days. The Contractor will not be charged a working day if sweeping cannot be accomplished for (6) hours in one night due to weather conditions such as storm water flowing in gutters or when shoulders are covered by ice and snow.

Section 6. Aesthetics

The Contractor shall pickup any debris on the pavement that the sweepers cannot remove prior to the sweeping operations and any debris that remain on the pavement after the sweepers make their final pass. Any such debris will be collected by the Contractor and will NOT be deposited on the right-of-way. All debris, whether swept up or hand collected will be properly disposed of by the Contractor at a lawful and suitable sanitary landfill. The cost to collect and dispose of this debris to be included in price bid for sweeping.

6.1 Curb and Gutter: Any gutters shall be swept clean from the edge line to the curb face, and debris shall be removed from the top of the storm inlets before sweeping.

6.2 Mainline: The Contractor will sweep the outside shoulder of the expressway lanes from edge line to edge of pavement on both sides of the expressway. The inside shoulder will not be swept except when there is a paved median barrier.

6.3 Ramps: The Contractor will sweep both shoulders on all ramps from edge line to edge of pavement. The ramps end when the ramp terminates at the highway edge lines and at a street or service road.

6.4 Collector-Distributor roads: The Contractor will sweep both shoulders on all collector-distributor roads from edge line to edge of pavement.

6.5 Gore area: The Contractor will sweep all gore areas adjacent to all ramps, expressway lanes, and collector-distributor roads.

6.6 Median barrier: The Contractor will sweep from the edge line to the median barriers in all median barrier areas.

Satisfactory work shall be defined as an absence of all loose debris. All prospective bidders are encouraged to inspect the expressways to become familiar with the expected debris accumulation. The nature of the debris to be encountered is expected to be sand and small gravel, but may also include tire shreds, wood scraps, broken glass, soda cans, etc... Debris will also include sand and salt from Department winter ice and snow operations.

Any concrete median barriers, bridges, delineator posts, sign posts, mail boxes, guardrail, etc., which are damaged by the Contractor shall be restored to the satisfaction of The Department at the expense of the Contractor.
The Contractor is to notify the Department Maintenance Superintendent immediately if the Contractor observes broken or missing safety devices, or any other obvious unsafe condition.

In areas inaccessible to mechanical sweepers, hand sweeping methods shall be used so the entire designated areas will be uniform in appearance. Hand sweeping shall be accomplished in conjunction with mechanical sweeping operations, but no more than two (2) days before or after the mechanical sweeping is performed in that area. Cost included in bid price for sweeping.

**Section 7. Emergency Sweeping**
Emergency Sweeping is the responsibility of the Department.

**Section 8. Signing and Traffic Control**
The Contractor shall observe all necessary provisions of the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). The Contractor shall provide all personnel, equipment, and signage necessary for traffic control and safety, and shall coordinate all work activities with the appropriate Department of Safety and/or Highway Patrol to protect and inform the traveling public.

8.1 Minimum required equipment shall include a shadow vehicle (usually a dump truck) with a crash attenuator and arrow board.

8.2 The Contractor shall have at least one ATTSA traffic control supervisor with the sweeping crew at all times.

8.3 Minimum advance signing shall also include “Sweeping Ahead” signs placed on the shoulder and median not more than two (2) miles in advance of sweeping operations. The signs will be mounted on a substantial portable supports and will be displayed only when work is in progress, not during lunch or when work has stopped, unless a lane is closed. Minimum sign size allowed is forty-eight (48) inches. Roll-up signs of equal size along with portable bases, are acceptable substitutes. The signs will be orange with 6" black lettering and will have one orange flag and one flashing light during night operations.

8.4 The Department is empowered to shut down any contracted operation that is unsafe. The Department is NOT liable for the Contractors expense associated with such a shutdown, nor will be liable for Contractors expense necessary to come into safety compliance.

**Section 9. Safety Procedures**
The Contractor shall inspect areas to sweep, prior to sweeping, for obstructions and debris that could become hazardous during sweeping operations. Debris shall not be permitted to fall onto any roadway that passes beneath a bridge. The Contractor shall take appropriate measures to remove any such obstruction or debris prior to sweeping.

**Section 10. Method of Measurement**
Sweeping will be measured by the shoulder mile in designated areas where the sweeping was performed in a manner approved by and accepted by The Department. The quality and quantity of work performed by the Contractor will be reviewed at least every other day by the
District Superintendent. Any deviations from these special specifications will be corrected by the Contractor in a timely fashion prior to acceptance and payment.


Part B: (25 Shoulder Miles). On I-35 begin at Jct. Indian Hills Rd., extend North to Jct. SE 89th St. This part includes the following interchanges: Jct. Indian Hills Road, Jct. S. 19th St., Jct. SH-37, Jct. N. 12th St., Jct. Shields Blvd, Jct. N. 27th St., and the south half of the Jct. SE 89th St. including the Texas turn around.

Part C: (18 Shoulder Miles). On I-44 begins just north of the Jct. US-62 at the end of the Oklahoma Turnpike Authority’s concrete pavement, extends north to the south half of the Jct. SE 89th St. This part includes the following interchanges: Jct. SH-37 at Tri-City, Jct. Tri-City south access roads, SE 149th St., Jct. SE 134th St./SH-37, Jct. SE 119th St., and the south half of the Jct. SE 89th St.

The quantity of sweeping shown on the contract has been computed by The Department and this quantity shall be the final quantity as long as the entire area has in fact been swept. The prospective Contractors shall satisfy themselves as to the accuracy of the quantity and shall adjust their bid price accordingly prior to submitting their bid.

Section 11. Basis of Payment
Sweeping, measured as provided in the “Method of Measurement” section, will be paid for at the contract unit price for:

<table>
<thead>
<tr>
<th>Part</th>
<th>Sweeping</th>
<th>MEASURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Part A</td>
<td>Sweeping</td>
<td>SHOULDER MILE</td>
</tr>
<tr>
<td>Part B</td>
<td>Sweeping</td>
<td>SHOULDER MILE</td>
</tr>
<tr>
<td>Part C</td>
<td>Sweeping</td>
<td>SHOULDER MILE</td>
</tr>
</tbody>
</table>

Payment for sweeping shall be full compensation for furnishing all materials, equipment, labor, traffic warning signs, and incidentals to complete the work as specified.

Section 12. Responsibility for Damage Claims
The Contractor shall indemnify, save, and hold harmless the Oklahoma Department of Transportation, its officers, and employees thereof against all suits, actions, or claims of any character arising from any injuries or damage received or sustained by any person, persons, or property which may arise as a result of the sweeping or on account of, or in consequence of any negligence on the part of the Contractor in safeguarding his operations.

The Contractor shall carry and keep in force liability insurance during the contract period in the following minimum amounts:
Bodily Injury $1,000,000 Each Occurrence
Property Damage $1,000,000 Each Occurrence

TOTAL LIABILITY $2,000,000

Section 13. Liquidated Damages
Definitions:

_Sweeping Project_ is a work order for the Contractor to perform sweeping in a specific area, for a specific time within the limits set forth by the contract. The Contractor is to note that a Sweeping Project is not considered complete until hand sweeping, as defined in this Special Specification, is performed.

_Contract Time_ is the number of working days set forth by the contract for a specific sweeping project.

If the Contractor fails to complete a Sweeping Project within the allotted Contract Time the Contractor will be assessed Liquidated Damages as designated in the General Notes for Sweeping Specifications.

Section 14. Breach of Contract

Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach thereof and give the State cause to cancel this contract on seven (7) days written notice to the Contractor. The State then reserves the right to re-award the contract to the next lowest responsible available bidder. In the event of cancellation of this contract, the Contractor shall not be entitled to damages and agrees not to sue the State for damages thereof. After notice of cancellation, the Contractor agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation had been made and notwithstanding other legal remedies which may be available to the State because of the cancellation, agrees to indemnify the State for its costs in procuring the services of a new Contractor.
1. **Contract Time:**
   - **Part A:** 5 working days have been set up per Sweeping Project based on sweeping eight (8) Shoulder miles per day.
   - **Part B:** 4 working days have been set up per Sweeping Project based on sweeping eight (8) Shoulder miles per day.
   - **Part C:** 3 working days have been set up per Sweeping Project based on sweeping eight (8) Shoulder miles per day.

2. A working day will be defined as a night where the Contractor is able to sweep on the project for at least 6 hours. Night operations typically take place between the hours of 8 pm and 6 am, but allotted times for each Part shall be reviewed and approved by the Department’s respective Maintenance Superintendent prior to beginning work. Saturdays, Sundays, and Holidays were not added to the allotted time stipulated by the contract and will not be considered as a working day unless the Contractor actually works that day for the prescribed amount of time.

3. **Liquidated Damages:**

   If the Contractor fails to complete a Sweeping Project within the allotted Project Time, the liquidated damages will be accessed according to the following:

<table>
<thead>
<tr>
<th>For Contract Amount</th>
<th>Amount of Liquidated Damages Per Working Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>From $0 to $100,000</td>
<td>$250</td>
</tr>
<tr>
<td>From $100,001 to $500,000</td>
<td>$350</td>
</tr>
</tbody>
</table>
Reference Questionnaire

This form should be completed by three (3) current references for projects of similar scope and scale and not ODOT Projects. Completed reference forms should be returned with bid documents in order to be considered for award of this project.

Reference Completed for: ________________________________________________________

Completed by (Company Name): __________________________________________________

Completed by (Your Name): ______________________________ Phone #: __________________

Signature: ____________________________________________ Date: ___________________

Questions

1. What was the scope of the project you obtained from the vendor?

2. What year(s) were the services performed (example: 2009-2011)?

3. What would you do differently the next time you undertake a similar contract?

4. Explain why you would, or would not, do business with this vendor again.

Using a scale where (0 is Poor, 2 is Fair, 4 is Good, and 5 is Excellent), please complete:

1. How would you rate the quality of the vendor’s performance? _______

2. How would you rate the responsiveness of this vendor? _______

3. Did the vendor complete the work within the required timeline? _______

4. Did the vendor maintain communication with you? _______

5. Did the vendor keep you informed of problems that occurred? _______

6. Did you experience any problems with invoicing/billing accuracy? _______

7. Were any problems experienced dealt with to your satisfaction? _______

8. Was this vendor flexible in meeting your requirements? _______

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